

In the Matter of the employment of
Liane Richardson with Lane County

**SETTLEMENT AGREEMENT AND
RELEASE OF CLAIMS**

RECITALS

1. Employee was employed as County Administrator, County Counsel, Chief Litigator and/or Deputy District Attorney. Employee's final employment as County Administrator was pursuant to contract. A copy of that contract is attached as Exhibit "A." Employee's employment as County Administrator was terminated on August 6, 2013. Liane Richardson (hereinafter, "Employee") is represented by Michael Arnold and Rogelio Cassol of Arnold Law. Lane County (hereinafter "Employer" or "County") is represented by Stephen E. Dingle, Lane County Counsel. Collectively, Employee and Employer are referred to as the "Parties" or a "Party."
2. If any provision of this *Settlement Agreement and Release* (hereinafter, "*Agreement*") shall ever be declared defective, void or voidable, or otherwise struck down or

invalidated, the invalidation shall affect that particular provision only. The remaining provisions shall continue in full force and effect.

3. This *Agreement* does not establish a precedent in the settlement of any current or future grievance, claim of unfair labor practice, or other dispute and shall not be admissible as evidence in any future arbitration, administrative, or court proceeding except in a proceeding brought to enforce the terms of this *Agreement*.

4. In the event a Party pursues a claim waived or released pursuant to this *Agreement*, the other Party may plead this *Agreement* as an absolute defense. This *Agreement* does not operate to waive any right that may not be legally waived.

5. This *Agreement* and all of the terms and provisions hereof, shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors, and assigns.

AGREEMENT

CONSIDERATION PAYABLE BY THE COUNTY

1. If a request is made for a reference, Employer will direct the reference to the Lane County Human Resources Director. The Lane County Human Resources Director's response shall be limited to: starting and ending dates of employment, positions held by employee, duties of those positions, and rate of pay. If asked whether Employer would hire Employee again as County Administrator, the Director shall respond that he/she cannot respond to the question or comment on the matter because the hiring decision for the position of County Administrator is the responsibility of the Lane County Board of Commissioners. The County agrees to provide no additional information. If the employee chooses any other reference from a Lane County employee other than the one provided by the Human Resources Director, it must contain a disclaimer that they do not represent the position of Lane County and is a personal reference.

Employee agrees not to pursue any claim against the County and agrees to hold the County harmless based upon any reference provided at the request of Employee.

Employer agrees that the Lane County Board of Commissioners will issue a Board Order that reads as follows: “On August 6, 2013, the Lane County Board of Commissioners terminated County Administrator Liane Richardson’s employment contract for cause, upon the belief that Ms. Richardson sold more Time Management than was permitted under her employment contract and applicable County rules.”

2. The County agrees to provide a copy of the Employee’s personnel file, without charge, within seven (7) days of all necessary signatures to this agreement.

3. Employer acknowledges that Employee has returned all Employer property in her possession or under her control, including but not limited to keys, elevator cards, door key cards, credit cards, files, documents, cellular phones, or purported overpayments, as applicable.

CONSIDERATION FROM EMPLOYEE

1. Employee, on behalf of herself and her heirs, executors, administrators, successors, and assigns, hereby releases and acquits and forever discharges the County, any of its institutions, agencies, departments, officers, administrators, employees, and agents from any and all claims for expenses, injuries, losses, rights of contribution or indemnity, and damages, without limitation, known or unknown, which arise from the matter described above in paragraph one (1) above under *Recitals*. This includes any and all of employee’s damages, including property damages, injuries and claims, which are not anticipated, or which may develop in the future, and employee hereby expressly waives and relinquishes any and all rights under any law or statute to the contrary.

2. Employee agrees to pay and satisfy all unsatisfied bills, charges, liens, subrogation rights, and reimbursement rights, which are or may be presented or held by other

persons or organizations having provided services, insurance benefits, or other value to themselves or on their behalf as a result of the injuries and damages arising out of the transaction(s) alleged in the matters described above in paragraph one (1) under *Recitals*, and they agree to hold harmless from any such claims the parties being released, their agents, representatives, successors and assigns. Employer warrants that Employer is not aware of any unsatisfied bills, charges, liens, subrogation rights, and reimbursement rights.

3. This release includes, but is not limited to, any claims that employee may bring under the Age Discrimination in Employment Act of 1967 (29 USC § 621, *et seq.*) ("ADEA") or the Older Worker's Protection Act pursuant to the specific conditions set forth below in compliance with the ADEA.

a. Employee acknowledges that she has had the opportunity to consult with legal counsel before signing this *Agreement*.

b. By signing this *Agreement*, employee acknowledges she waives any and all claims under the ADEA as of the date of signing this *Agreement* and realize that neither she, nor anyone on her behalf, can sue the County or any of its agencies, departments, employees, or contractors, or insurers and their successors for any claims of discrimination based on age.

c. Employee acknowledges that she may, but is not required to, take up to twenty-one (21) days to sign this *Settlement Agreement and Release of Claims*.

d. Employee acknowledges she has seven (7) days following the date she signs this *Agreement* to revoke her waiver of claims under the ADEA, and this portion of the *Agreement* will not become effective until the revocation period has expired. For such revocation to be effective, written notice of employee's intent to revoke must be sent or delivered to Madilyn Zike, Human Resources Director, Lane County Human Resources Department, 125 East 8th Avenue, Eugene, OR 97401, and the written notice must be **received** at the Lane County

Human Resources Department by midnight on the seventh (7th) calendar day after employee signs this *Agreement*.

4. If employee files for unemployment benefits, a decision whether benefits are allowed is within the exclusive purview of the Employment Department. The County, as a former employer, will fulfill its lawful obligations to provide information as requested by the Employment Department or in any related administrative or judicial proceedings, including, but not limited to, a copy of the *Agreement*, termination, and any other documents or information associated with employee's separation from employment with County.

5. a. Employee agrees that she shall not seek any employment with the County, or any of its institutions, agencies, departments, officers, administrators, employees, and agents.

b. If employee attempts to seek employment with the County, any of its institutions, agencies or departments, officers, administrators, employees, and agents, despite this *Agreement*, employee's application may be summarily denied without recourse and without liability against the County, its institutions, agencies, departments, officers, administrators, employees, and agents. Employee further agrees that if she applies to the County, or any of its institutions, agencies, departments, officers, administrators, employees, and agents and is hired, employee's employment may be summarily terminated without recourse or liability notwithstanding any statute or collective bargaining agreement under state or federal law that provides otherwise. Employee's hiring shall not be deemed a waiver of this provision or the terms of this *Agreement*. If employee should breach this *Agreement*, employee shall defend, indemnify and hold the County, its institutions, agencies, officers, administrators, employees and former employees and agents, harmless from all claims of damages, litigation costs, attorney

fees, and expert witness fees incurred in defending such a claim and in the enforcement of paragraph six (6) and its subsections.

6. Employee shall respect the confidences of Employer and its clients and shall not at any time during or after her relationship with Employer, directly or indirectly, divulge or disclose the Employer's confidential information without first obtaining express permission from Employer.

7. Employee acknowledges that she has received all wages and benefits owed to her through the Termination Date, less all lawful or required deductions. Nothing in this Agreement should be construed nor is it intended to prevent Employee from accessing the benefits already received by Employee in an Employer-sponsored employee benefit plan pursuant to her contract prior to the Termination Date.

8. Employee has returned all Employer property in her possession or under her control, including but not limited to keys, elevator cards, door key cards, credit cards, files, documents, cellular phones, or purported overpayments, as applicable.

MUTUAL PROMISES

1. The Parties understand and agree that this is a compromise settlement and is accepted voluntarily as full and final compromise, satisfaction, and settlement of any and all disputed claims and rights. The Parties further understand and agree that this settlement is not to be considered as an admission of any liability or fault whatsoever, in whole or in part, for the matters released by the parties by this *Agreement*, by the County, its agents, or representatives. The Parties further understand and agree that the parties who are released by this *Agreement* expressly deny any liability or fault whatsoever, in whole or in part, for any matters described and referred to by this *Agreement*. Employer understands that Employee expressly denies that she did anything wrongful to warrant termination by Employer.

2. Upon execution of this Agreement and the above documents, the parties on behalf of themselves and their heirs, executors, administrators, employees, agents, successors, and assigns, mutually release, acquit, waive, and forever discharge any and all claims, liabilities, obligations, damages, suits, actions, causes of action of every type, nature and kind or description, or proceedings whatsoever, whether known or unknown, against one another arising out of Employee's employment by Employer, known, unknown, or later discovered which arose prior to the date Employee signed this Agreement.

3. All parties understand and agree that this *Agreement* states the entire agreement between the parties in settlement of the matters described in paragraph one (1) above under *Recitals*, and that the terms of this *Agreement* are contractual, binding on the parties, and not merely recitals. **The parties agree and understand that this *Agreement* represents the full and complete terms of the *Agreement* between the parties, and that there are no other terms or conditions, whether made orally or in writing prior to the date of this *Agreement*.**

All parties understand that this *Agreement* represents a full and final compromise, satisfaction, and resolution of all of *employee's* potential claims, and employee acknowledges that employee relinquishes her claims knowingly, voluntarily, and intelligently. The County denies any and all allegations of wrongdoing and denies liability for the matters described above.

4. The parties agree that facsimile/PDF transmitted signatures, to include those transmitted on separate photocopied pages of this document, are to be treated as original signatures for purposes of consummating this *Agreement*.

THIS IS ALL OF THE CONSIDERATION EMPLOYEE WILL RECEIVE AS A RESULT OF THE MATTER REFERRED TO HEREIN. BY SIGNING THIS AGREEMENT, EMPLOYEE ACKNOWLEDGES that she has carefully read and fully understands all provisions and effects of this *Agreement*; that employee is voluntarily, freely, and

knowingly entering into this *Agreement* free of coercion and duress; that neither the County nor any of its agents or attorneys have made any representations or promises concerning the terms or effects of this *Agreement* other than those expressly set forth herein.

IT IS SO AGREED:

DATED this ____ day of September, 2013 _____
Liane Richardson
Employee

DATED this ____ day of September, 2013 _____
Michael Arnold
Attorney for the Employee

DATED this ____ day of September, 2013 _____
Stephen E. Dingle #84207
Attorney for the County

DATED this ____ day of September, 2013 _____
Sid Leiken
Chair, Lane County Board of Commissioners